



RECREATION

222 Meigs Street
Sandusky, Ohio
44870

TO: Eric Wobser, City Manager
FROM: Jason Werling, Recreation Superintendent
DATE: December 1, 2021
RE: Commission Agenda Item:
Paper District Marina Facility Agreement 2022

ITEMS FOR CONSIDERATION:

Legislation to enter into an Agreement with Towboat Marine, LLC of Sandusky, Ohio, for the operation of the Paper District Marina for a one (1) year term with one (1) one-year renewal period, upon the city's discretion, beginning January 1, 2022.

BACKGROUND INFORMATION:

The City of Sandusky issued a Request for Proposals (RFP) for the Operation of the Paper District Marina Facility in September of 2021. Towboat Marine, LLC's proposal was the only proposal received by the City of Sandusky and was selected as the best based upon experience, availability, and the ability to keep the facility operating and staffed. Towboat Marine, LLC has extensive knowledge and background with the Sandusky Waterfront and Community, as they have operated the Marina facility under the name Lake Erie Towing since the 2016 season. The strong and successful partnership over the past 6 years has proved to be a positive move for the operation and management of the Paper District Marina Facility.

BUDGET IMPACT:

The agreement will not result in any additional budgetary expenses. The City will benefit from Lake Erie Towing management and operation of the Marina, as well as the agreed upon first \$10,000.00 revenue each year going to the City of Sandusky, with an additional 50% split after revenues received meets \$45,000.00 for the season.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into an Agreement with Towboat Marine, LLC for the operation of the Paper District Marina Facility. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to execute the agreement before the commencing date of January 1, 2022.

Approved:

I concur with this recommendation:

Jason Werling, Recreation Superintendent

Eric Wobser, City Manager

ORDINANCE NO. 21-196

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TOWBOAT MARINE, LLC OF SANDUSKY, OHIO, FOR THE OPERATION & MANAGEMENT OF THE PAPER DISTRICT MARINA; APPROVING A NEW FEE SCHEDULE FOR THE PAPER DISTRICT MARINA; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved an agreement with Lake Erie Towing of Sandusky, Ohio for the operation and management of the Paper District Marina for the 2016 season by Ordinance No. 16-070, passed on April 25, 2016, and subsequently approved an agreement for the 2017 season with automatic annual extensions up to four (4) one-year periods by Ordinance No. 16-215, passed on November 28, 2016; and

WHEREAS, in September of 2021, the City issued a Request for Proposals (RFP) for the operation of the Paper District Marina for the calendar year 2022 in which Towboat Marine, LLC of Sandusky, Ohio, was the only proposer to submit a proposal which was evaluated by a selection committee and based upon the company's experience, availability, and ability to keep the facility operating and staffed, along with the strong and successful partnership the proposer has had with the City over the past six (6) years, was determined to be the best proposer; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement before the commencing date of January 1, 2022; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into an agreement with Towboat Marine, LLC of Sandusky, Ohio, for the operation and management of the Paper District Marina beginning January 1, 2022 through December 31, 2022, with an option to be renewed for a one (1) year period, substantially in the same form as attached to this Ordinance, marked Exhibit "1" and specifically incorporated as if fully rewritten herein together with such

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revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission approves the proposed new fee schedule for the Paper District Marina as recommended by the City Manager to become effective on January 1, 2021, and that these fees shall be published in the Index of Fees maintained by the Department of Recreation.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: December 13, 2021

AGREEMENT FOR THE OPERATION OF THE PAPER DISTRICT MARINA

This agreement for the operation of the Paper District Marina Facility (the "Agreement") is entered into this _____ day of _____ 2021, by and between the City of Sandusky, Ohio (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Ohio, and Towboat Marine, LLC (the "Manager"), a limited liability company duly organized and validly existing under the laws of the State of Ohio.

RECITALS

WHEREAS, the City owns and operates the Paper District Marina (the "Marina"), a public marina located in the Paper District area of the City that provides transient dockage and related services on a seasonal basis to boaters from late Spring through early Autumn;

WHEREAS, the Marina facilities include dock slips, a boardwalk, sidewalk area, amphitheater, open lawn area, paved parking areas and facilities to serve patrons of the Marina, including a building that houses restroom facilities, office and storage space, and a kitchen/concession space (the "Marina Building");

WHEREAS, the City desires to contract with a Manager to manage and operate the Marina in a manner that will enhance boating opportunities in the City;

WHEREAS, the City issued an RFP for the Operation of the Paper District Marina Facility and received one proposal, which was Towboat Marine, LLC, after having reviewed the proposal, the proposal was determined to be appropriate and in the best interest of the City.

WHEREAS, Manager agrees to manage and operate the Marina upon the terms contained in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties set forth in this Agreement, the City and the Manager agree as follows:

Section 1. Premises. The Marina is located at 611 West Shoreline Drive in the City. The premises include transient boat docks (i.e. allowing dockage for no more than ten (10) consecutive days and includes short-term hourly rentals), seasonal docks (the number of which is dictated by Sandusky Resolution No. 002-17R), office and storage space, shower and restroom facilities, amphitheater, paved parking areas and open lawn areas.

Section 2. Manager Duties. Manager shall be responsible for managing and operating all Marina facilities, except for the amphitheater and the food service portion of the Marina Building. Duties include, but are not limited to:

- (a) Operation and Supervision. Manager shall assist boaters in docking at the Marina and shall collect all fees and rents for use of dock facilities pursuant to a fee schedule range provided by City, which is attached hereto as Exhibit "A" and incorporated as if fully rewritten.
- (b) Fees. Manager shall notify the City prior to February 15th the fee and rents schedule within the fee schedule range provided by the City to be used for the May 1st through October 31st season. Manager shall have the sole right to increase fees on a yearly basis, however, said fees and rents shall never exceed the fee schedule range provided by the City. Manager shall not increase fees within the same season. Manager shall secure fee and rent payments and reconcile those amounts with the City on a monthly basis.
- (c) Service to Users. Manager shall assist boaters utilizing Marina by providing current weather reports and local information and assisting with other transportation requests.
- (d) General Maintenance. Manager shall be responsible for the overall maintenance of the Marina. Manager shall keep and maintain the Marina Building in a clean and safe manner. Manager shall keep the Marina docks, grounds, and parking lot free of litter and debris. Manager shall ensure that trash and litter is properly disposed of in trash receptacles at all times and is deposited in City-provided dumpsters on a daily basis. Manager shall ensure the dumpster enclosure is free of litter, which may include but is not limited to pressure washing the ground. Manager shall maintain all planted and landscaped areas, which includes but is not limited to pulling weeds and planting new plants. The new plants may be supplied in coordination with the City's greenhouse with the available stock.
- (e) Bathroom Facility Maintenance. Manager may contract with a bathroom cleaning service for cleaning the bathroom facilities during the summer months. If the Manager does not contract with a cleaning service, the Manager shall be responsible for cleaning the bathroom facilities during the summer months. Manager shall be responsible for cleaning the bathroom facilities during the winter months. The rate and the cleaning service shall be approved by the City. The City and the Manager shall each pay 50% of the cost of the cleaning service.

- (f) Safety. Manager agrees to operate the Marina in a safe, orderly and lawful manner. Manager shall contact public safety and law enforcement as necessary to ensure the health and safety of the public.
- (g) Marketing. The Manager shall market the Marina, which includes but is not limited to posting flyers at area recreational facilities and advertising rates prior to the start of the season through radio and/or social media.
- (h) Staffing. The Manager shall provide adequate staff to offer proper marina services associated with docking, pump station operations, janitorial duties, duties, cleaning, maintenance and book keeping duties.

Section 3. Hours of Operation. Manager shall operate the Marina from 9:00 a.m. to 9:00 p.m., seven days per week during the May 1st through October 31st season.

Section 4. City Obligations. Except as otherwise provided in this Section, Manager shall have no responsibility for providing for or performing the following functions, which shall be City obligations:

- (a) Trash Removal. The City shall offer trash service only from April 1st through October 31st with a 4 yard dumpster for refuse serviced four days a week, a 4 yard recycling container serviced two days a week, and three portable garbage cans on the property serviced twice a week. The Manager shall be responsible for the trash services from November 1st through March 3st.
- (b) Amphitheater. Manager shall have no responsibility for operating the amphitheater at the Marina, but shall cooperate with City in planning and coordinating special events.
- (c) Utilities. City shall be responsible for all utility costs at the Marina.
- (d) Dock Maintenance. City shall install, remove and maintain all docks at the Marina. City shall make all repairs to docks, provided that Manager shall be responsible for the cost of those repairs if attributable to the negligence or gross misconduct of Manager or its agents or employees.
- (e) Other Maintenance. City shall make larger infrastructure repairs or improvements to the facilities that are not directly attributable to the negligence of the Manager. The City shall maintain all grass areas.

(f) Special Events: Currently, there are special events which take place at the Marina and the City would like to continue to host these events. During these events the City shall have full access to the Marina. The City shall provide notice to the Manager of the dates and times of these events. Should the Manager desire to host special events, the Manager shall first seek prior written approval from the City. Currently the City host the following events, including but not limited to:

- i. Bike Week
- ii. Touch a Truck
- iii. Fishing Tournaments
- iv. Dragons and Bacon Fest

(g) Any Special Events on this site must be reserved by and obtain approval from the City Manager or his or her designee, prior to scheduling any events.

(h) Docks. City shall provide two (2) thirty-six feet (36) docks and one forty (40) feet dock at the Marina to the Manager at no cost, for the term of this Agreement, provided however, Manager shall not lease or charge any fees or rents for said docks as transient and/or seasonal dockage.

Section 5. Payment Agreement. The parties agree that the City shall receive the first \$10,000.00 in revenue from the operation and management of the Marina. The next \$35,000.00 in revenue shall be that of the Manger. Any revenue after \$45,000.00 shall be split equally 50/50 between the City and the Manager. Expenses or other costs shall not be used as a setoff in determining revenue.

Section 6. Right to Inspect Finances. The Manager shall keep orderly and accurate financial records/reports for all transactions related to the Marina. The City Manager, or his representative, shall have the unfettered right to inspect the accounting/financial records ("books") to determine accuracy of the financial activity pertaining to management of the Marina. Said inspect shall be conducted at a reasonable time of day.

Section 7. Insurance. Manager shall procure and maintain comprehensive general liability insurance against any liability for injury or death to persons or damage to property occurring in, on, or about the premises in the amount of One Million Dollars (\$1,000,000)

(combined single limit bodily injury and property damage). The policy shall name the City as an Additional Insured.

Section 8. Indemnification. Manager shall, notwithstanding any insurance obtained by the Manager for protection of City, indemnify and save the City harmless, and defend the City from and against any and all liability, fines, suits, claims, demands, actions, costs and expenses of any kind or nature or by anyone whomsoever (including, without limitation, reasonable attorneys' and consultants' fees), that may arise from the negligence of, or gross misconduct of, Manager, Manager's agents, or Manager's employees in the performance of its obligations under this Agreement.

Section 9. Food Service Operations and Facilities. Manager and City acknowledge and agree that the Marina operation provided for in this Agreement is separate from, but complementary to, food services provided at the Marina. Manager acknowledges that the restrooms, office and storage space located in the Marina Building are for the use of the Manager but in using those facilities, Manager shall not interfere with food service operations. Notwithstanding anything to the contrary in this Section, Manager and City acknowledge and agree that the manager of the food services and its customers shall have access to the restroom facilities in the same manner as the general public.

Section 10. Term. The term of this Agreement shall be from January 1, 2022 through December 31st, 2022. This Agreement may be extended with an option of a one (1) year renewal, which may include the negotiation of new pricing, upon the City's discretion.

Section 11. Public Access. Manager acknowledges that it is the express intent of the City to allow lawful public access to all permitted areas of the Marina, with the exception of the office space. However, Manager shall ensure that no boats are stored in the parking lot. Manager shall ensure oversized vehicles and boat trailers park in the Shelby Street Overflow Parking lot.

Section 12. Order of Precedence of Documents. In the event of a conflict between the RFP, the Proposal, and the provisions of this Agreement, this Agreement will control. Otherwise, the terms of the RFP and Towboat Marine, LLC's Proposal shall govern the parties' relationship, each incorporated by reference herein, in the following order of precedence: (1) the City's RFP, including all and Addenda thereto, attached hereto as Exhibit "B " and (2) Towboat Marine, LLC's Proposal, including all Addenda thereto, attached hereto as Exhibit "C."

Section 13. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

Section 14. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

Section 15. Termination. The City may terminate this Agreement at any time for any reason by giving at least thirty (30) days' notice, in writing, to the Manager.

Section 16. Forum Selection. The Parties agree that this agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Parties further agree that any dispute arising under this agreement shall be raised in any proper court whose jurisdiction is Erie County, Ohio.

Section 17. Capital Improvements. The Manager shall not make any capital improvements to the Marina without the express written approval from the City.

Section 18. Severability. If it shall be determined at any time by a Court of competent jurisdiction that the provisions of any Paragraph hereof are invalid or otherwise not binding on either or both of the parties hereto, such determination shall not be construed to affect or impair the rights conferred, or the obligations imposed, by the remaining provisions of this contract.

IN WITNESS WHEREOF, the City and the Manager have each caused their duly authorized representatives to execute this Agreement as of the date aforesaid.

SIGNATURE PAGES TO FOLLOW

CITY OF SANDUSKY, OHIO

By: _____

Eric Wobser, City Manager

TOWBOAT MARINE, LLC

By: _____

James Kennedy, Owner, Operations
Manager and Captain

The legal form of the within instrument
is hereby approved.

By: _____

Sarah S. Chiappone #0101179
Assistant Law Director

Date: _____, 2021

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City, hereby certifies that the money required to meet the obligations of the City during the year 2022 under the Agreement has been lawfully appropriated by the Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Michelle Reeder, Director of Finance

DRAFT

Proposed Rate Ranges for 2022 :

Seasonal Rate Ranges

30' Dock \$ 1950.00

36' Dock \$ 2600.00

40' Dock \$ 2850.00

Jet Ski on Jet Ski Dock \$ 750.00

Jet Ski in Water/ No Jet Dock \$525.00 (must be a seasonal slip holder to qualify, Jet Ski must be in same slip as bigger boat)

Second Small Boat (Dingy / Tender) only Seasonal Slip Holders (No Power) \$ 750.00-825.00 (Limited space or same slip)

4 Hour - Transient Dock Rate Ranges

4 Hour Transient \$ 15.00 CASH \$18.00 CREDIT CARD
(Rates have not been changed since Marina opened in 2013)

4 Hour Transient \$ 20.00 CASH \$25.00 CREDIT CARD
(Power, Water and Pump Out)

4 Hour Transient Jet Ski \$ 5.00 CASH \$7.00 CREDIT CARD
(less than 12' / 3 Seater & less, in designated area)

Overnight Rate Ranges

Overnight \$ 1.75 CASH per foot / per night \$2.00 CREDIT per foot / per night
Check-out NOON

Overnight Jet Ski \$ 15.00 per night (remove weekly & 10 day rate)

EXHIBIT "1"

REQUEST FOR PROPOSALS
City of Sandusky
Operation of the Paper District Marina

Issued by:
The City of Sandusky, Ohio

Issued:
Tuesday, September 21, 2021

Contact Person:
Aaron M. Klein, P.E.
c/o Department of Public Works
240 Columbus Ave
Sandusky, OH 44870
Phone: (419) 627-5829
Fax: (419) 627-5933
email: mstookey@ci.sandusky.oh.us

Proposals Due:
Friday, October 8, 2021 at 1:30pm



The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky

City of Sandusky
Operation of the Paper District Marina
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EXHIBIT "1"

SECTION I. NOTICE TO PROPOSERS

LEGAL NOTICE
REQUEST FOR PROPOSALS

Proposals for the City of Sandusky “**Operation of the Paper District Marina**” must be received in the office of the Department of Public Works, 240 Columbus Ave, Sandusky, OH 44870, to the attention of Aaron M. Klein, P.E., no later than 1:30pm on Friday, October 8, 2021.

Proposal packages shall be submitted with one original in sealed envelope labeled “Operation of the Paper District Marina”. These Proposals are to be sent or delivered to:

Aaron M. Klein, P.E.
c/o Department of Public Works
240 Columbus Ave
Sandusky, OH 44870
Phone: 419-627-5829
Fax: 419-627-5933
email: mstookey@ci.sandusky.oh.us

Correspondence shall include contact name, address, telephone, fax, and email information.

EXHIBIT "1"

Copies for the Request for Proposals (RFP) can be downloaded from the City of Sandusky’s web site at www.ci.sandusky.oh.us, or if you prefer a hard copy, please contact Megan Stookey, at mstookey@ci.sandusky.oh.us or (419) 627-5878.

All questions must be submitted in writing and may be emailed to: Recreation Superintendent, Jason Werling at jwerling@ci.sandusky.oh.us. Any questions submitted and answers thereto, clarifications or Request for Proposals amendments shall be distributed to those parties that requested or have been sent an original RFP. Last day for questions shall be 8:00am on Monday, October 4, 2021.

All proposals must be received on time and in full compliance with the instructions contained in the RFP. The City of Sandusky reserves the right to reject any and all Proposals, and to withdraw this solicitation at any time.

The City of Sandusky reserves the right to waive any informalities or irregularities in any of the Proposals received and to award to the offeror whose proposal best meet the needs of the City of Sandusky.

Please publish on: September 21 & 28, 2021
Approved by: Eric L. Wobser, City Manager

II. Procurement Process, Timeline and Deadlines

This Request for Proposals is being issued by the City of Sandusky. The primary contact for all communications regarding this Proposal shall be done through email with the Recreation Superintendent, Jason Werling at jwerling@ci.sandusky.oh.us with a last day for questions being Monday, October 4, 2021.

All private, for-profit, non-profit and public entities shall be eligible to submit Proposals for this work.

The Request for Proposals shall be available upon Tuesday, September 21, 2021, and publicized as follows:

- On the City of Sandusky Website at <http://www.ci.sandusky.oh.us>
- Published as Legal Notice in the Sandusky Register September 21 & 28, 2021

The Request for Proposals shall be available upon request in the following formats: hard copy (paper) **and** electronic email (Adobe Acrobat *.PDF format). The Request for Proposals shall be distributed as requested by the aforementioned eligible Proposer/Contractors. Requests for the Request for Proposals shall be made to the Department of Public Works. All requests shall include the Request for Proposals format preference (hard copy or electronic email), complete contact information of person making the request, including email address and fax number.

The final date and time for inquiries regarding this Request for Proposals shall be Monday, October 4, 2021, 8:00am. The City of Sandusky shall issue responses to all inquiries to all entities that have requested or have been sent an original RFP.

The Proposals shall be due no later than 1:30pm on Friday, October 8, 2021. Proposals received after that date and time will not be accepted. Cost Proposal packages shall be submitted as outlined in Section VI. Proposal Submittal and Format. The Proposals shall be sent to:

Aaron M. Klein, P.E.
c/o Department of Public Works
240 Columbus Ave
Sandusky, OH 44870
Phone: (419) 627-5829
Fax: (419) 627-5933
email: mstookey@ci.sandusky.oh.us

Proposer/Contractor bears total responsibility for ensuring their proposal is complete and arrives on time.

Proposals received by Fax will not be considered.

Proposer/Contractor shall comply with each and every requirement of this RFP to be considered responsive.

The Proposals shall be reviewed by a committee following the Request for Proposals due date and time. The selected finalists shall be established based on the Rating Scale as defined in Section VII. Evaluation of Proposals.

EXHIBIT "1"

Specific Project Timeline

September 21 & 28, 2021 Advertise in the Sandusky Register that the City of Sandusky is accepting Proposals and the Request for Proposals/Specifications packets are available. Document will be posted on the City's Website.

October 4, 2021 at 8:00 a.m. (EST) Last day to submit questions and clarifications regarding the Request for Proposals.

October 8, 2021 at 1:30pm Deadline for submittal of Proposals to the City of Sandusky.

October 8 – 22, 2021 Review and evaluate proposals to formulate the top three Proposer/Contractor. Demonstrations may be requested during this time.

November 8, 2021 Agreement will go to City Commission for approval.

EXHIBIT "1"

III. OVERVIEW

The City of Sandusky desires to contract with a vendor to provide Operational services for the Paper District Marina Facility located at 611 West Shoreline Drive, within the City corporate limits. The facility consists of a transient marina, office, restrooms and grounds.

The marina grounds area consists a total of sixty-two (62) slips, eight (8) jet ski docks, one (1) pump out station and electrical/water hookups. With the marina there is an marina office location and restrooms. All facilities on the grounds are incorporated under this proposal, excluding Dockside Café.

The vendor shall be a qualified individual or business that meets the minimum specifications set by the City.

Proposals shall be delivered to 240 Columbus Ave, Sandusky, Ohio 44870.

The deadline for the submission of Proposals is 1:30pm on Friday, October 8, 2021.

EXHIBIT "1"

IV. SCOPE OF WORK FOR THE OPERATION OF THE PAPER DISTRICT MARINA & GROUNDS

A. Term of Service

The terms of this contract shall be for one (1) full calendar year from January to December, with an option one year renewal with negotiation of new pricing, upon the City's discretion.

B. City of Sandusky Obligations

- Utility costs associated with the facilities and docks shall be the responsibility of the City for normal operational services.
- During the summer operational season of April 1st to October 31st, the City shall contract with a refuse hauler to supply the facility with a one (1) 4Yard Dumpster and two (2) totes, being serviced three (3) days a week.
- During the winter season the City will not provide refuse service, as public use of the facility is minimal.
- Any larger infrastructure repairs or improvements to the facilities, not directly attributed to negligence of the operator shall be the responsibility of the City.
- The green space on the property shall be maintained by City staff on regular scheduled basis.

EXHIBIT "1"

C. Operator Obligations

- Any trash services outside of what the City offers at the facility shall be the responsibility of the respondent. (There is no trash or recycling services offered between 11/1 and 3/31.
 - 2022 Refuse Collection Schedule 4/1 thru 10/31
 - Refuse Collection: M,W,F & Sa
 - Recycling Collection: M & F
- The operator shall be required to market, manage and operate the Marina facility.
 - Marketing of the marina facility includes, but not limited to, publications and our flyers at area recreational facilities, advertisement of rates prior to start of season through means of radio and/or social media outlets.
 - Management of the facility shall include, but not limited to, staffing the facility with adequate staff to offer proper marina services associated with docking, pump station, janitorial duties, cleaning and maintenance.
 - Again, provide adequate staff for the booking keeping services of the facility, as the operator is responsible for collecting all dock fees generated.
 - The dock rate structure and terms for dockage shall be mutually agreed upon between the Operator and the City.
- It is imperative that the operator keep all grounds free of litter, especially around the water, as the bay/lake are our greatest asset and we need to do our part in keeping it clean.

- It will be the operator's responsibility to remove, install and/or maintain any docks or jet ski slips.
- Maintenance of the office and restroom facility is imperative as these are both considered public spaces, and shall be kept up with.
 - Maintenance of the restroom facility shall consist of, but not limited to, keeping all paper products fully stocked and a daily cleaning schedule.
- Maintain all planted and landscaped areas free of weeds, planting of new plants (which with coordination with the City's greenhouse may be supplied by the City with the available stock).
- Keep the parking lot and dumpster enclosure clear of any debris and litter. This may consist of occasionally pressure washing the grounds to keep them clean of any staining liquids or oils.

D. Public Access

The public shall have full and complete access to all portions of the premises with the exception of inside the office space, which the operator may house staff and equipment used for operation.

However, it should be clear that there shall not be any boat storage in the parking lot area. Any oversized vehicles or boat trailers shall use the Shelby Street Overflow Parking Lot next to the Shelby Street Boat Launch Facility.

E. Liability and Insurance

Successful respondent shall be required to supply and keep in force during the contract period:

- Comprehensive public liability insurance against any liability for injury or death to persons and/or damage to property occurring in, on or about the premises in the amount of \$1,000,000.00 (combined single limit bodily injury and property damage). Policy shall list the City of Sandusky as an insured.
- Successful respondent shall hold the City of Sandusky harmless against damage done to the equipment, premises, or any municipal facilities due to the operation of the facility or acts of operator's agents or employees.

F. Background Check

Successful respondent may be required to execute the proper authorization allowing the City to perform a complete criminal background check and credit history. This requirement shall be at the sole discretion of the City. At a minimum, the Respondent shall submit a list of five (5) references that can be checked.

G. Billing

The Proposer/Contractor shall submit an invoice by the tenth (10th) day after delivery. The invoice should reflect the product details billed for. When there is a dispute to the amount owing with respect to any invoice for payment submitted, the amount in dispute shall, at the City's election, remain in or be placed in an interested-bearing account of the City's choice pending resolution of the disagreement. The Proposer/Contractor shall be paid any amounts due that are not in dispute within thirty (30) days from the close of the calendar month in which the invoice is submitted.

EXHIBIT "1"

SECTION VI. PROPOSAL SUBMITTAL AND FORMAT

The Proposals shall be submitted in hard copy. Electronic copies via e-mail or on disk, and in Adobe Acrobat (*.PDF) format) may also accompany, but may not substitute for, the hard copy.

Proposer/Contractor bears total responsibility for ensuring their proposal is complete and arrives on time.

Proposals received by Fax will not be considered.

Proposer/Contractor shall comply with each and every requirement of this RFP to be considered responsive.

All original signatures shall be in BLUE OR BLACK ink. If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms.

The contents of the Proposals shall not be altered or embellished by any Proposer/Contractor as the same bears on the submission of a full, complete, and responsive Proposal. The City may amend and correct the RFP before Proposals are due.

All Proposals are to be full and complete and reflect the specifications set forth in this RFP, as amended and corrected by the City, and shall include all required plans, programs and policies.

The City reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal that is deemed most favorable to the City. The City reserves the right to extend the due date of the RFP should it become in the best interest of the City to do so.

The City reserves the right to reject any Proposal that exceeds the City's ability to fund the project. *Unit costs are expected to be as low as possible and practical, and to reasonably reflect operating conditions in this part of Ohio.*

Sealed proposals may be withdrawn prior to the opening of the proposals in person by a Proposer/Contractor or his/her authorized representative, by signing a receipt for the proposal.

After the opening of proposals, a Proposer/Contractor may withdraw his/her proposal from consideration in accordance with Ohio Revised Code Section 9.31 if the price bid was substantially lower than other proposals, providing the proposal was submitted in good faith, and was due to a clerical mistake as opposed to a judgment mistake. Notice of a claim of right to withdraw proposal shall be made in writing and filed with the

Department of Public Works within two (2) business days after the date of the opening of the proposals.

Sealed Proposals shall be opened publicly at 1:30pm on Friday, October 8, 2021, in the Commission Chambers located at City Hall, 240 Columbus Ave, Sandusky, OH 44870.

The contract shall be awarded on the basis of lowest and best proposal as defined by Ohio Revised Code Section 721.15(B) that conforms to the specifications of this Request for Proposals.

The RFP and all proposals, documents and other information, unless confidential, proprietary or a trade secret, concerning the RFP process shall be open to public inspection upon award of a contract. Any requests by Proposer/Contractor for nondisclosure of confidential or proprietary information or trade secrets or assertions by Proposer/Contractor that information in its proposal, or the entire proposal, is confidential, proprietary or a trade secret shall be examined by the City to determine the validity of the request or assertion. Proposer/Contractor requests or assertions shall be in writing. If the parties do not agree, the Proposer/Contractor shall be informed in writing by the City regarding what portions of the proposal shall be disclosed. Proposer/Contractor may withdraw its proposal at any time prior to award of a contract.

Questions, Changes, and Clarifications

EXHIBIT "1"

To facilitate the clarification of requirements, Proposer/Contractors are requested to submit questions in writing no later than Monday, October 4, 2021 at 8:00 a.m. (EST), to: Jason Werling at jwerling@ci.sandusky.oh.us.

If it becomes evident that the Request for Proposals must be amended, the City of Sandusky will issue a formal written amendment to all known prospective Proposer/Contractors.

The Request for Proposals, as amended and corrected, and the Proposals with incident and accompanying Proposals, as amended and corrected, shall constitute the entire agreement between the City and the successful Proposer. There shall be no verbal agreements.

Entire agreement: By submitting a Proposal, the Proposer/Contractor acknowledges that it has read the RFP, understands it, and agrees to be bound by its requirements, terms and conditions.

The City will work with the Proposer/Contractor to develop a simple, mutually-agreeable contract compatible with this RFP. The Proposer/Contractor further agrees that the final contract entered into between the parties shall be, as outlined in this RFP, the complete and exclusive statement of the agreement between the parties and that it shall supersede all Proposals, oral or written, and all other communication between the parties in relation to the subject matter of the contract. The contract may be modified

only in writing, signed by the Proposer/Contractor and City. The City reserves the right to disqualify any Proposals that take exception to or limit the rights of the City under the requirements, terms, and conditions of this RFP. Furthermore, by providing the City with a Proposal based on this RFP, the Proposer/Contractor expressly warrants that the Proposer shall fulfill the requirements of this RFP.

The RFP, as amended and corrected, and the Proposal, as amended and corrected, shall constitute the entire agreement between the City and the successful Proposer/Contractor. There shall be no verbal agreements.

The intent of the RFP and the contract stemming therefrom is to include all items necessary for the proper execution and completion of the work by the successful Proposer/Contractor. The entire RFP and the contract stemming therefrom are complementary, and what is required by one shall be as binding as if required by all. Performance by the successful Proposer/Contractor shall be required only to the extent consistent with the RFP and the contract stemming therefrom and those obligations and requirements that may be reasonably inferred from them all as being necessary to produce the intended results.

If a simple, mutually agreeable contract cannot be developed, the City will work with the second ranked Proposer/Contractor to develop a contract.

Legal authority: Each Proposer/Contractor represents that it possesses the legal authority to enter into a contract with the City. The Proposer/Contractor shall certify that pursuant to Ohio Revised Code Section 9.24, no unresolved finding for recovery issued by the auditor of state is pending against it.

EXHIBIT "1"

VI. EVALUATION OF PROPOSALS

A selection committee will review and analyze each response. The Service Proposals will be opened first on October 8, 2021, and analyzed October 8 – 22, 2021.

A description of the evaluation criteria is below, and explains the basis for rating each Proposal. The Proposals shall be evaluated on a technical basis prior to being evaluated on a cost basis. The most technically qualified Proposer/Contractors shall be evaluated on a cost basis, with a decision on successful Proposer/Contractor being made.

The committee shall select no more than three Proposer/Contractors to demonstrate their products if the City deems necessary for demonstrations. Interviews and/or negotiations may be conducted with the top three Proposer/Contractors which meet the minimum requirements, and have the highest evaluation score. If demonstrations are requested, the City shall award a contract to the responsible Proposer/Contractor whose proposal is most advantageous with price and other factors considered. In determining which proposal is most advantageous, the City shall award to the Proposer/Contractor whose proposal offers the greatest business value to the City of Sandusky based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposal represents the "best value" to the City of Sandusky.

Evaluation Procedures:

(A) The Contract will be awarded to the lowest and best Proposer/Contractor as determined in the discretion of the City or all proposals will be rejected in accordance with the following procedures:

1. In determining which Proposer/Contractor is the lowest, the City shall consider the Base Proposal and any Alternate or Alternates which the City determines to accept. Substitutions shall not be considered.
2. The total of the proposals for the accepted Alternate(s) shall be added to or deducted from the Base Bid, as applicable, for the purpose of determining the lowest Proposer/Contractor.

(B) A Proposer/Contractor for a Contract shall be considered responsive if the Proposer/Contractor's proposal to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents which would affect the amount of the proposal or otherwise give the Proposer/Contractor a competitive advantage.

1. A Proposer/Contractor may be required to furnish samples and a complete statement of the origin, composition and manufacture of any or all materials to be used for the Work. A Proposer/Contractor may be rejected as nonresponsive for failure to provide requested

samples or if samples fail to demonstrate that materials are of sufficient quality or fitness for the Work.

2. If the lowest Proposer/Contractor is not responsive, such Proposer/Contractor shall be notified in writing by certified mail of the finding and the reasons for the finding.

(C) In determining whether a Proposer/Contractor is best, factors to be considered will or may include, without limitation:

1. Preferences required by law, where applicable;
2. The financial condition of the Proposer/Contractor;
3. Compliance by the Proposer/Contractor and related Persons with ethics laws;
4. The facilities of the Proposer/Contractor;
5. The experience of the Proposer/Contractor;
6. The conduct and performance of the Proposer/Contractor on previous contracts, which shall include, without limitation, compliance with prevailing wage laws and equal opportunity requirements;
7. The management skills of the Proposer/Contractor;
8. The ability of the Proposer/Contractor to execute the Contract properly;
9. The evaluation of a proposal below the median of other bids.
10. Any additional information requested at the time of submittal Proposals

Written notice of a contract award shall be provided to all Proposers and shall be made available to the public.

(D) The review committee shall obtain from the lowest and best Proposer/Contractor any information the Authorized Representative deems appropriate to the consideration of factors showing that such Proposer/Contractor's proposal is best, including without limitation the following:

1. Overall experience of the Proposer/Contractor, including number of years in business under present and former business names;
2. Brief listing of ongoing and completed public and private service contracts of the Proposer/Contractor in the last three years, including the nature, status and value of each contract and a name, address, and phone number for a representative of the owner of each related project;
3. Complete list of all Subcontractors and Material Suppliers;
4. Current Ohio Workers' Compensation Certificate;

(E) If the lowest responsive Proposer/Contractor is best, the Contract shall be awarded to such Proposer/Contractor unless all bids are rejected.

(F) If the lowest responsive Proposer/Contractor is not best, and all proposals are not rejected, the City shall follow the procedures set forth in subparagraphs (C) above, with each next lowest responsive Proposer/Contractor until the Contract is awarded, all proposals are rejected or all responsive Proposer/Contractors are determined to be not best.

(G) The review committee may obtain the information described in subparagraph (D) from several Proposer/Contractors simultaneously, but shall review each Proposer/Contractor's information separately and not comparatively.

(H) Each Proposer/Contractor shall provide requested information within such time limits as the review committee shall establish.

Rejection of Proposal:

The City reserves the right to reject any and all proposals where the Proposer/Contractor takes exception to the terms and conditions of the RFP or fails to meet the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in the RFP.

The City reserves the right to reject in whole or in part, any and all proposals where the City, taking into consideration factors including but not limited to, price and the results of the evaluation process, has determined that award of a contract would not be in the best interest of the City.

The RFP may be canceled and/or reissued by the City, in whole or in part, when:

1. The supplies and/or services offered are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP; or
2. Pricing offered is considered to be excessive in comparison with existing market conditions or exceeds the available funds of the City; or
3. It is determined that award of a contract would not be in the best interests of the City.

Written notice of a contract award shall be provided to all Proposers/Contractors and shall be made available to the public.

EVALUATION CRITERIA
Operation of the Paper District Marina Facility

Evaluation Factors	Max. Points	Score
Exhibits Past Experience with Operation of Similar Facilities	40	_____
Availability and Ability to to keep facility operating and staffed throughout season	30	_____
Proposal & Qualifications (Proposal is organized and responsive to all areas contained in the RFP, Qualifications per section VIII)	30	_____
TOTAL	100	_____
Total Possible Points	100	

EXHIBIT "1"

SECTION VII. QUALIFICATIONS OF PROPOSER

Proposer/Contractor may be private for-profit corporations, private non-profit corporations, or public bodies. A Proposer/Contractor may be one entity or a group of entities operating as a joint venture or in other appropriate legal form.

Proposer/Contractors shall also discuss their understanding of and ability to:

- a) Establish and maintain an excellent working relationship with the City;
- b) Meet the needs of the City of Sandusky;
- c) Operate efficiently and knowledgeably in the City of Sandusky, Ohio, and service areas, as the service required by the contract necessitates.

The Proposer/Contractors shall demonstrate that their business or organization is financially stable and well managed, and fiscally and technically capable of providing service to the City of Sandusky.

Proposer/Contractors shall state if the organization has ever defaulted on a contract and if there are any legal actions currently against them or anticipated to be against them.

Proposer/Contractors shall state the recent history (within the last three years) of service provided to other similar agencies or large businesses.

Proposer/Contractors shall describe the qualifications of their organization, including proposed project staffing, experience with similar projects, reference contacts, and all brief listing of their top (5) clients over the past three years.

Each Proposer/Contractor shall provide a resume/work history of key personnel who it is anticipated shall be assigned to the City of Sandusky Portable Restroom and Service.

Each Proposer/Contractor shall submit a list of references (roughly three or more).

VII. SUBMITTAL FORMS

The following forms must be completed and submitted to be considered responsive for the purposes of this RFP. While it is not necessary to use the forms provided, any substituted or attached additional sheets must contain the requested information and be clearly marked for easy reference by the evaluation committee.

Submittal Checklist

Prior to submitting a proposal, Respondent should use the following checklist to ensure completeness of the submission package.

- ___ Proposal Form
- ___ Original proposal in Sealed Envelope
- ___ Organization Description, Experience History and Service References
- ___ Completed "Waiver and Release" regarding Sandusky City Income Taxes
- ___ Proof of Insurability
- ___ Any additional information respondent deems necessary to include that would better enable the City to evaluate his/her proposal

EXHIBIT "1"

Proposal Form

No alternatives, deletions or additions shall be made of this form as it may render the bid invalid. Alternative proposals can be submitted, where so designated within the bid proposal for review by the City, but of the understanding that the City of Sandusky has sole authority to consider or reject any alternative proposals.

Name of Organization: _____

Business Address: _____

Telephone Number

Other Phone

Other Phone

Fax

Email

Name and Title of Contact Individual for Further Information

EXHIBIT "1"

Legal Status of Organization: (Check one)

- For-profit corporation or joint venture corporation
- For-profit partnership or sole proprietorship
- Non-profit corporation Public agency Other (identify)
- Non-profit corporation Private agency Other (identify)

Attach your proposal with any additional information that was requested or that you feel necessary to help in the City's evaluation of your qualifications and proposed operation of the facilities.

Organization History

Has Respondent, or any officer or partner of respondent, failed to complete a contract?
Yes ____ No ____ . If yes, give details on separate sheet.

Is any litigation pending against Respondent or any officer or partner of Respondent's organization? Yes ____ No ____ . If yes, give details on separate sheet.

Experience History

List three similar contracts which the Respondent Organization has provided service under. Indicate current or recent, along with a contact person and phone number. If no, so state. Attach extra page(s) if necessary.

<u>Municipality</u>	<u>Current or Recent</u>	<u>Contact Person/Phone No.</u>
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EXHIBIT "1"

Waiver and Release Form

In consideration of the review by the City of Sandusky, Ohio, of a contract proposal and bid submitted by the undersigned, and as a condition precedent thereto, the undersigned does hereby authorize and direct the release to administrative officers of the City of any and all information related to the current obligations of the undersigned to the City, including, but not by way of limitation, obligations under the City's income tax, hereby waiving any privilege, statutory or otherwise, as to the same, and releasing the City of Sandusky, Ohio, its officers, agents, and employees from any liability in relation thereto.

EXHIBIT "1"

BY: _____

DATE: _____

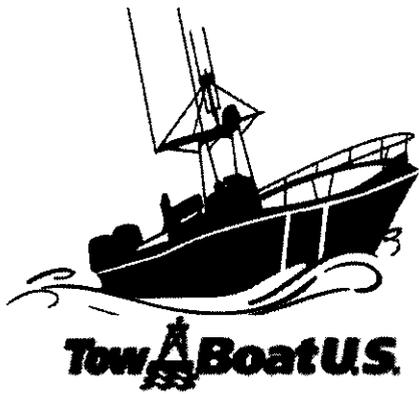
SIGNED IN THE PRESENCE OF:

Proof of Insurability:

Required to supply and keep in force during the contract period:

- Comprehensive public liability insurance against any liability for injury or death to persons and/or damage to property occurring in, on or about the premises in the amount of \$1,000,000.00 (combined single limit bodily injury and property damage). Policy shall list the City of Sandusky as an insured.
- Successful respondent shall hold the City of Sandusky harmless against damage done to the equipment, premises, or any municipal facilities due to the operation of the facility or acts of the operator's agents or employees.

EXHIBIT "1"



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

10/1/21

City of Sandusky

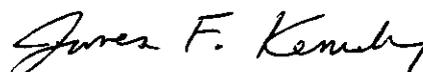
240 Columbus Ave

Sandusky, Ohio 44870

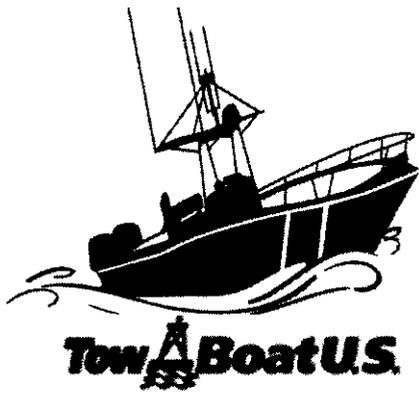
RE: RFP for Paper District Marina 2022

The following attached documents are the RFP for the Operation of the Paper District Marina. Our company "Towboat Marine" (DBA Lake Erie Towing) has been operating the marina for the City since April of 2016. The marinas revenues have grown since our first year and have been consistent with the number of docks. Our company & employees are well trained in the maritime industry and deal with various situations at the marina. The marina is a great fit for both of us and we look forward to continuing working for the City of Sandusky. Our Primary Residence is across the street from the Paper District Marina on Water Street and our Towboat US Operations Facility is located 3 blocks from marina also on Water Street, with access to all of our equipment to operate marina efficiently. We have taken the past 5 years to fine tune the operation and utilized everything we have to offer to benefit the City and to continue to welcome boaters into downtown Sandusky.

Please consider our proposal so we can continue this great relationship.


James F Kennedy

Towboat Marine / TOWBOAT US Sandusky



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

Contact Information

Re: Names/ Place of Resident Info. / Business Location Info.

Company / Corporation

Towboat Marine LLC / TOWBOAT US Sandusky (DBA previous Lake Erie Towing)

1020 W. Water Street

Sandusky, Ohio 44870

Phone: 419-627-8634

EXHIBIT "1"

Owner / Operations Manager/ Captain

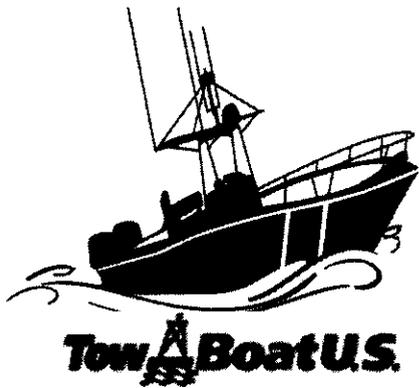
James F. Kennedy

415 W. Water Street

Sandusky, Ohio 44870

Phone: 419-366-1655

Marina Email: paperdistrictmarina@gmail.com



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

Marketing Strategy

TBM will continue to network with boaters by welcoming them into downtown to enjoy everything the amenities the city has to offer.

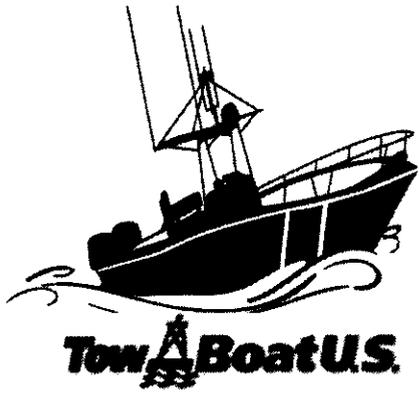
TBM will continue to utilize the Social Media platform which is already in place through Facebook.

TBM will continue to network with local marinas and make decisions which best fits the growth of downtown by continuing to promote the Sandusky Waterfront

TBM will continue to utilize our connection through TOWBOAT US such as the “Life Jacket Loaner Program” to keep the Paper District Marina on the Map with our a well know national organization.

TBM will continue to stay in touch with Federal, State & Local Agencies to work with them on Safe Boating and to continue the PDM as a safe destination.

TBM will continue to focus on the “Overnighter Market” by spreading the word to come stay the evening at the marina and enjoy everything Sandusky has to offer. TBM has formed a great relationship with quite a few groups / boating clubs from other areas of Lake Erie. Overnighters come in for weekend visits and by continuing this connection with overnighters is a great benefit for revenue.



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

Past Revenue 2019, 2020, 2021

Here is the 2019 info

Paper District Marina Receipts: \$ 107,000.00

Paper District Marina - 4 Hours Transient : 3037 Boats

Paper District Marina - Overnight Transient : 540 Boats

Paper District Marina - Seasonal Docks: 24 Boats

Paper District Marina - Seasonal Jet ski : 6 Boats

EXHIBIT "1"

Here is the 2020 info

Paper District Marina Receipts: \$ 118,300.00

Paper District Marina - 4 Hours Transient : 3724 Boats

Paper District Marina - Overnight Transient : 337 Boats

Paper District Marina - Seasonal Docks: 27 Boats

Paper District Marina - Seasonal Jet ski : 8 Boats

Here is the 2021 info (As of October 3, 2021)

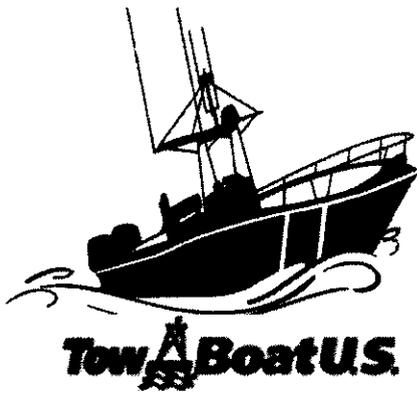
Paper District Marina Receipts: \$ 121,000.00

Paper District Marina - 4 Hours Transient : 3491 Boats

Paper District Marina - Overnight Transient : 431 Boats

Paper District Marina - Seasonal Docks: 27 Boats ***Waiting List***

Paper District Marina - Seasonal Jet ski : 8 Boats ***Waiting List***



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

References for PDM

1. Judge - Tygh Tone - Erie County Judge

419-239-8542

2. Michael Young - Cedar Point Marina, Assistant Manager

419-370-9005

3. Jake Dunfee - Owner, Shrock's Marina / Rescue marine

419-341-0048

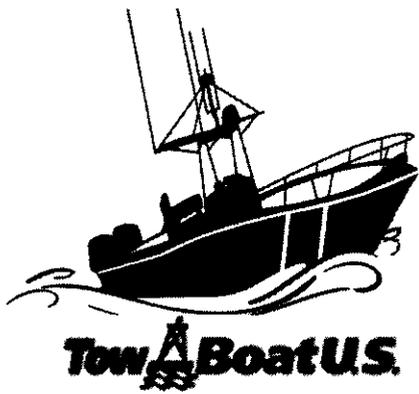
4. Supervisor Brett Trump - ODNR Watercraft Sandusky

567-356-0009

5. CO Bryce Adams - US Coast Guard Marblehead

252-241-8046

EXHIBIT "1"



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

Proposed Rates for Future Starting in 2022

Seasonal Rates

30' Seasonal Dock	\$1,950.00
36' Seasonal Dock	\$2,600.00
40' Seasonal Dock	\$2,850.00
Jet Ski on Jet Dock	\$ 750.00 *** Increased due to a waiting list***
Jet Ski in water	\$ 525.00 per jet ski

Propose Raising the Seasonal Docks from 27 to 34 plus the 3 docks for TBM

4 Hour - Transient Dock Rates

4 Hour Transient - No Power & Water Cash - \$ 15 .00 Credit Card - \$ 18.00

Rates has Not been Changed since Marina Opened in 2013

4 Hour Transient - Power & Water Cash - \$ 20.00 Credit Card - \$ 25.00

4 Hour Transient Jetski Cash - \$ 5.00 Credit Card - \$ 7.00

Overnight Rates (Check-out Noon)

Overnight Cash - \$ 1.75 per foot / per night

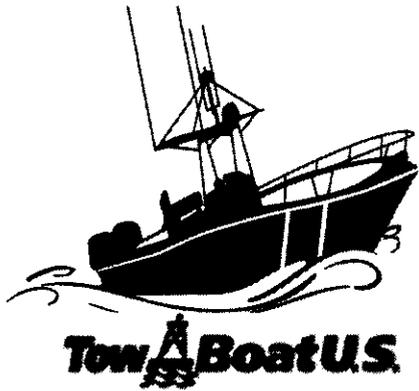
Credit Card - \$ 2.00 per foot / per night

Overnight Jet Ski less than 12' Cash - \$ 15.00 per night

Credit Card - \$ 16.00 per night

*****Propose a Weekly Rate outside of Mem. Day & Labor Day, to be determined**

*****Request that Rates be evaluated and adjusted each spring**



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

Additional Information for Qualification

TBM currently holds the FCC license call sign WQB366 for the property to operate the marine radio to communicate with boaters

TBM will continue to keep the Recreational Department Informed about local issues with other marina such as “Electric Shock” and other safety concerns.

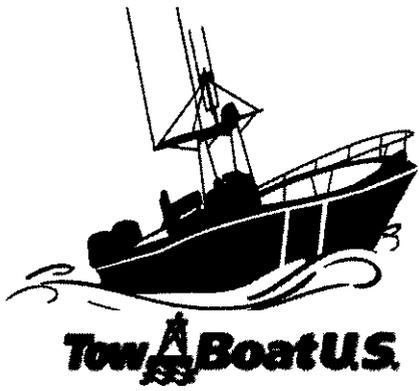
Attempts on our part will made to limit exposure of liabilities on the TBM & the City, by staying informed & knowing the facility. In June 2021 TBM met with SFD with a walk through of the facility, with training on shutting off power to docks

TBM has been operating the marina since 2014 with boat traffic and revenue increasing every season of operation

TBM will continue to be active in the Ohio Clean Marina Program and stay informed with the State of Ohio rules & regulations

TBM will continue to keep an eye of the facility in off hours during the evening and off season as we have done in the past

TBM has worked with the different department such as maintenance, water and even SPD in the best interest of the City to resolve various issues that arrive.



Towboat Marine LLC

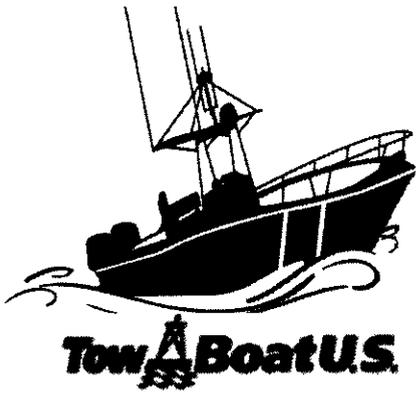
Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

Staffing Requirements

Crew Needed: We currently have in place the full / part time crew for the 2022 season. Some of our crew has been with us for years. We have a solid base of part-time dockhands which come in every weekend and do an excellent job for the marina. We have a long list of college students that fill the void during the busy summer months. Most of them return year after year and if schooling prevents them from helping us for the summer we fill the position and add to our great portfolio of part-timers. Our captains keep a good eye on the operating and help our with training. The following is a good base we utilize in training.

Crew Training: We will design a program based off of our On-Water Assistance / Towing Company. In this training program we will work with the crew, present & new hires in properly training everyone. We will stress the word "Safety" to all. One of our philosophies is: "Don't become part of a problem". Here are some of the following items we will focus on: safety issues, properly assisting boaters docking a boat, knot tying, collecting dock fees, & speaking with our guests / boaters with about where to go & what downtown has to offer.



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

Rate Proposal for the Paper District Management by Towboat Marine

Please note this rate schedule is almost identical to the past with some fine tuning. This slight adjustment has to do with the increase of pedestrian traffic in downtown due to the Bike Pathway, Jackson St. Pier and all the New Downtown Amenities the City has welcomed.

- 1. City get first 10,000.00 OR TBM Sub - Contracts a Professional Company to clean bathrooms 4- 7 times a week plus holidays, these funds will also be added to supplies such as Toilet Paper and Trash Bags. (this depends on quotes of cleaning company)**
- 2. TBM receives next \$ 35,000.00 (Same as Past Years)**
- 3. After the first \$ 45,000.00 in gross sales City & TBM will split the revenues 50/50 (same)**
- 4.TBM will also receive 3 Seasonal docks at no additional cost which is up and above the agreed upon Seasonal # of Docks**
- 5. Bathrooms - Cleaning and Stocking need to be Negotiated due to the increase of Pedestrian Traffic.**

*****Please note with an increase in the Rates on Transient Dockage this will help offset the expense of Professional Cleaning Company. An increase will also possible help with other Public bathrooms such as Jackson Street Pier, Shoreline Park and City Boat ramp.**

*****Also Note that with an increase in Rates on Transient Dockage, the additional funds will also be in raises to hourly employees, quality employees is very important to the success of the marina with a solid core of employees.**

Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80049982

Period Specified Below
07/01/2021 to 07/01/2022

Towboat Marine, LLC
401 W SHORELINE DR UNIT 300 1/2
SANDUSKY, OH 44870-0910



www.bwc.ohio.gov
Issued by: BWC

A handwritten signature in black ink, appearing to read "H. L.", is positioned to the right of the seal.

Interim Administrator/CEO

You can reproduce this certificate as needed.

EXHIBIT "1"

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.